



Canyon Fuel
Company, LLC.
Sufco Mine

A Subsidiary of Arch Western Bituminous Group, LLC.

Ken May, General Manager
597 South SR 24
Salina, UT 84654
(435) 286-4400 - Office
(435) 286-4499 - Fax

*Incoming
C/041/0002
*original to Fireproof
B*

July 12, 2010

Permit Supervisor
Utah Coal Regulatory Program
Utah Division of Oil, Gas and Mining
1594 West North Temple, Suite 1210
P. O. Box 145801
Salt Lake City, Utah 84114-5801

Dear Mr. Haddock:

Sufco Mine (Sufco) has been making progress on completing the revised Reclamation Agreement for the mine. I believe we finally have all the parts completed and can compile the complete package. I have enclosed with this letter completed C1 and C2 forms, two originals of the signed Reclamation Agreement, an unsigned version of Exhibit A (apparently this has already been forwarded to Angela Nance by our Arch Coal Inc. (Arch) corporate personnel and the included copy should be replaced with the previously sent original), a cover sheet for Exhibit B (apparently the original was forwarded to Angela Nance by Arch Risk Management in June), and two originals of Exhibit D signed by Gene DiClaudio. Also included are affidavits of qualifications for Gene DiClaudio that should be included with the others mailed to the Division earlier by Arch.

We appreciate your patience in the matter of putting together this revised Reclamation Agreement for Sufco Mine. I don't believe we had any idea how time-consuming this process would be.

Sincerely,

Chris D. Hansen
Environmental Coordinator
Arch Western Bituminous Group

Enclosures

RECEIVED

JUL 12 2010

DIV. OF OIL, GAS & MINING

APPLICATION FOR COAL PERMIT PROCESSING

Permit Change ☒ New Permit ☐ Renewal ☐ Exploration ☐ Bond Release ☐ Transfer ☐

Permittee: CANYON FUEL COMPANY, LLC

Mine: SUFCO MINE

Permit Number: C/041/002

Title: Reclamation Agreement

Description, Include reason for application and timing required to implement:

Updated Reclamation Agreement due to approved sediment overflow pond increase in disturbed area.

Instructions: If you answer yes to any of the first eight (gray) questions, this application may require Public Notice publication.

- ☐ Yes ☒ No 1. Change in the size of the Permit Area? Acres: _____ Disturbed Area: _____ ☐ increase ☐ decrease.
- ☐ Yes ☒ No 2. Is the application submitted as a result of a Division Order? DO# _____
- ☐ Yes ☒ No 3. Does the application include operations outside a previously identified Cumulative Hydrologic Impact Area?
- ☐ Yes ☒ No 4. Does the application include operations in hydrologic basins other than as currently approved?
- ☒ Yes ☐ No 5. Does the application result from cancellation, reduction or increase of insurance or reclamation bond?
- ☐ Yes ☒ No 6. Does the application require or include public notice publication?
- ☐ Yes ☒ No 7. Does the application require or include ownership, control, right-of-entry, or compliance information?
- ☐ Yes ☒ No 8. Is proposed activity within 100 feet of a public road or cemetery or 300 feet of an occupied dwelling?
- ☐ Yes ☒ No 9. Is the application submitted as a result of a Violation? NOV # _____
- ☐ Yes ☒ No 10. Is the application submitted as a result of other laws or regulations or policies?

Explain: _____

- ☐ Yes ☒ No 11. Does the application affect the surface landowner or change the post mining land use?
- ☐ Yes ☒ No 12. Does the application require or include underground design or mine sequence and timing? (Modification of R2P2)
- ☐ Yes ☒ No 13. Does the application require or include collection and reporting of any baseline information?
- ☐ Yes ☒ No 14. Could the application have any effect on wildlife or vegetation outside the current disturbed area?
- ☐ Yes ☒ No 15. Does the application require or include soil removal, storage or placement?
- ☐ Yes ☒ No 16. Does the application require or include vegetation monitoring, removal or revegetation activities?
- ☐ Yes ☒ No 17. Does the application require or include construction, modification, or removal of surface facilities?
- ☐ Yes ☒ No 18. Does the application require or include water monitoring, sediment or drainage control measures?
- ☐ Yes ☒ No 19. Does the application require or include certified designs, maps or calculation?
- ☐ Yes ☒ No 20. Does the application require or include subsidence control or monitoring?
- ☐ Yes ☒ No 21. Have reclamation costs for bonding been provided?
- ☐ Yes ☒ No 22. Does the application involve a perennial stream, a stream buffer zone or discharges to a stream?
- ☐ Yes ☒ No 23. Does the application affect permits issued by other agencies or permits issued to other entities?

Please attach four (4) review copies of the application. If the mine is on or adjacent to Forest Service land please submit five (5) copies, thank you. (These numbers include a copy for the Price Field Office)

I hereby certify that I am a responsible official of the applicant and that the information contained in this application is true and correct to the best of my information and belief in all respects with the laws of Utah in reference to commitments, undertakings, and obligations, herein.

KENNETH E. MAY, MINE MANAGER
Print Name

Signature, Position, Date

7/9/10

Subscribed and sworn to before me this 9 day of July, 2010

Krystal Rickenbach
Notary Public

My commission Expires: _____, 20____ }
Attest: State of _____ } ss:
County of _____



NOTARY PUBLIC
KRYSTAL RICKENBACH
580808
My Commission Expires
November 10, 2013
STATE OF UTAH

For Office Use Only:

Assigned Tracking
Number:

Received by Oil, Gas & Mining

RECEIVED

JUL 12 2010

DIV. OF OIL, GAS & MINING

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Explain: _____

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I hereby certify that I am a responsible official of the applicant and that the information contained in this application is true and correct to the best of my information and belief in all respects with the laws of Utah in reference to commitments, undertakings, and obligations, herein.

KENNETH E. MAY, MINE MANAGER

Print Name

Signature, Position, Date

7/9/10

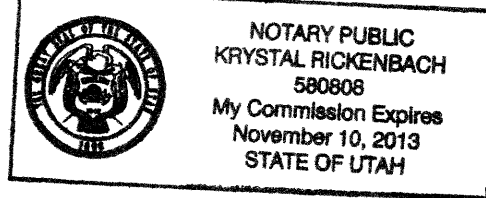
Subscribed and sworn to before me this 9 day of July, 20 10

Krystal Rickenbach

Notary Public

My commission Expires: _____, 20 _____

Attest: State of _____ } ss:
County of _____ }



For Office Use Only:

Assigned Tracking
Number:

Received by Oil, Gas & Mining

RECEIVED

JUL 12 2010

DIV. OF OIL, GAS & MINING

**State of Utah
Department of Natural Resources
Division of Oil, Gas and Mining
1594 West North Temple, Suite 1210
P.O. Box 145801
Salt Lake City, Utah 84114-5801
(801) 538-5340**

(Federal)

Contents:

Reclamation Agreement

Exhibit "A"
Bonded Area

Exhibit "B"
Bonding Agreement
Surety Bond

Exhibit "C"
Liability Insurance

Affidavits of Qualification

Power of Attorney

Exhibit "D"
Stipulation to Revise Reclamation Agreement

Permit Number: C/041/002
Date Original Permit Issued: May 21, 2007
Effective Date of Agreement: May 24, 2010
Bond Number:

RECLAMATION AGREEMENT

This **RECLAMATION AGREEMENT** (hereafter referred to as "Agreement") is entered into by Canyon Fuel Company, LLC (hereafter referred to as the "Permittee") and the State of Utah, Department of Natural Resources, Division of Oil, Gas and Mining (hereafter referred to as the "Division").

For the purpose of the **AGREEMENT** the information provided below, shall constitute forms of definition or are for information regarding the Permittee or its operations.

"ACT": Title 40-10-1, et. seq., Utah Code Annotated (1953, as amended)

"BOND": A bond in compliance with Utah Administrative Rule 645-301-800, et. seq.

"BOND AMOUNT": \$2,874,000.00

"BONDED AREA": The area covered by the Performance Bond as provided at R645-301-820.110 of the Utah Administrative Code and any additional areas of subsidence related material damage as identified and required by R645-301-525.550 of the Utah Administrative Code.

"BOND TYPE": Reclamation
Bonding Company: Argonaut Insurance Company
Address: 225 West Washington, 6th Floor
Chicago, IL 60606
Telephone Number: (210) 321-8400

"COMPANY OFFICERS": See Attached

"COOPERATIVE AGREEMENT": That certain agreement codified at 30 C. F. R. 944.30

"DISTURBED AREA": This term is defined in Utah Administrative Code R645-100-200. The Permittee and the Division contemplate that the Disturbed Area will be as approved and shown in the Permit Application Package, but the Permittee's reclamation obligation and the bond related thereto are governed by applicable law.

"LIABILITY INSURANCE": Public liability insurance policy submitted as part of the permit application and attached as Exhibit "C".

Insurance Company: National Union Fire Insurance Company
Address: 175 Water Street 18th Floor
New York, NY 10038
Telephone Number: (212) 770-7000
Policy Number: GL093-61-11
Expiration Date: 7-31-2010

"MINE": Sufco Mine

"OSM": United States Department of the Interior,
Office of Surface Mining Reclamation and Enforcement.

"PERMIT": Utah Mining and Reclamation Permit No. C/041/002

"PERMITTEE": Canyon Fuel Company, LLC, Sufco Mine
Principal Address: 225 North 5th Street Suite 900
Grand Junction, CO 81501
Utah Address: 597 South S.R. 24
Salina, UT 84654
Telephone Numbers: (435) 286-4880

"PERMITTEE'S UTAH REGISTERED AGENT FOR SERVICE OF PROCESS":

"REGULATIONS": The regulations promulgated by the Division and OSM pertaining to coal mining and reclamation activities.

"SMCRA": The Surface Mining Control and Reclamation Act of 1977, 30 U.S.C. §§ 1201, et. seq.

"SURETY":

The following Exhibits are incorporated within and made a part of this Agreement.

EXHIBITS:

"BONDED AREA"

Exhibit "A"

"BONDING AGREEMENT"

Exhibit "B"

"LIABILITY INSURANCE"

Exhibit "C"

WHEREAS, the Permittee is ready and willing to file the Bond in the amount and in a form acceptable to the Division and to perform all obligations imposed by the Division pursuant to applicable laws under the permit; and

NOW, THEREFORE, the Division and the Permittee agree as follows:

1. The provisions of SMCRA, the Act and the Regulations are incorporated by reference herein and hereby made a part of this Agreement. Provisions of the Act or Regulations and Rules shall supersede conflicting provisions of this Agreement.
2. The Permittee agrees to comply with all terms and provisions of this Agreement, the Permit (which is based upon the approved Permit Application Package), the Act and the Regulations, including the reclamation of all areas disturbed by surface coal mining and reclamation operations, despite the eventuality that the costs of actual reclamation exceeds the Bond Amount.
3. The Permit Application Package includes a legal description of the Bonded Area, including the number of acres approved by the Division to be disturbed by surface mining and reclamation operations during the Permit period. For convenience, a copy of the description of the Bonded Area is attached as Exhibit "A", and is incorporated by reference.
4. The Permittee agrees to provide a Bond to the Division in the form and amount acceptable to the Division ensuring the timely performance of the reclamation obligations in the manner and by the standards set forth in this Agreement, the Permit, (which is based upon the Permit Application Package), the Act and the Regulations. The Bond is attached as Exhibit "B" and is incorporated by reference.
5. The Permittee agrees to maintain in full force and effect the Liability Insurance policy submitted as part of the Permit application and which is described in the attached Exhibit "C". The Division shall be listed as an additional insured on this policy.
6. In the event that the Disturbed Area is increased through expansion of the coal mining and reclamation operations or decreased through partial reclamation, the Division shall adjust the Bond as appropriate in accordance with applicable law. In the event of material damage to the surface lands, or contamination, diminution, or interruption of a protected water supply caused by subsidence from underground coal mining, the Permittee may be required by the Division to increase the bond amount pursuant to the provisions of R645-301-525.550 of the Utah Administrative Code.
7. The Permittee does hereby agree to indemnify and hold harmless the State of Utah and the Division, and their respective employees and agents, from any claim, demand, liability, cost, charge, or suit initiated by a third party as a result of the Permittee or Permittee's agents or employees failure to abide by the terms and conditions of the

approved Permit (which is based upon the approved Permit Application Package), and this Agreement. In the event the Cooperative Agreement is terminated, this paragraph will inure to the benefit of OSM with respect to Federal Lands, and otherwise to the benefit of the Division.

8. The terms and conditions of this Agreement are non-cancelable until such time as the Permittee has satisfactorily, as determined by the Division, reclaimed the Disturbed Area in accordance with this Agreement, the approved Permit (which is based upon the approved Permit Application Package), the Act, and the Regulations. Notwithstanding the above, the Division may direct, or the Permittee may request and the Division may approve a written modification to this Agreement in accordance with applicable law.
9. The Permittee may, at any time, submit a request to the Division to substitute the bonding method. The Division may approve the substitution if the new Bond form meets the requirements of the Act, and the Regulations, but no Bond shall be released until the Division has approved and accepted the replacement Bond.
10. This Agreement shall be governed and construed in accordance with the laws of the state of Utah. The Permittee shall be liable for all reasonable costs incurred by the Division to enforce this Agreement.
11. Any breach of the provisions of this Agreement, the Act, the Regulations, or the Permit (which is based upon the approved Permit Application Package) may, at the discretion of the Division, result in enforcement actions by the Division which include, but are not limited to, an order to cease coal mining and reclamation operations, revocation of the Permittee's Permit and forfeiture of the Bond.
12. In the event of forfeiture of the Bond, the Permittee agrees to be liable for additional costs in excess of the Bond Amount which may be incurred by the Division in order to comply with the Permit (which is based upon the approved Permit Application Package), the Act, and the Regulations. Any excess monies resulting from the forfeiture of the Bond, upon compliance with this Agreement, shall be refunded as directed by the Permittee or, if a dispute arises, as directed by a court of competent jurisdiction by interpleading the funds subject to the dispute.
13. No delay on the part of the Division in exercising any right, power, or privilege, under the Permit, the Bonding Agreement (Exhibit "B") and/or this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege thereof preclude other or further exercise of any right, power or privilege. The provisions of this Agreement are severable, and if any provision of this Agreement, or the application of any provision of this Agreement, to any circumstances is held invalid, the application of such provision to other circumstances, and the remainder of this Agreement, shall not be affected thereby.

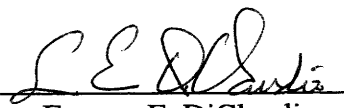
14. Each signatory below represents that he/she is authorized to execute this Agreement on behalf of the named party. Proof of such authorization is provided on a form acceptable to the Division and is attached thereto.

SO AGREED this _____ day of _____, 20____.

STATE OF UTAH:

Director,
Division of Oil, Gas and Mining

PERMITTEE:

By: 
Eugene E. DiClaudio
Title: President
Canyon Fuel Company, LLC

NOTE: An affidavit of Qualification must be completed and attached to this form for each authorized agent or officer. Where one signs by virtue of Power of Attorney for a company, such Power of Attorney must be filed with this Agreement. If the principal is a corporation, the Agreement shall be executed by its duly authorized officer.

EXHIBIT “A”

Bonded Area Legal Description

(Federal Coal)

Bond No.

EXHIBIT "A"

Pursuant to R645-301- 820.110, the surety bond covers an identified increment of land within the permit area upon which the operator will initiate and conduct coal mining and reclamation operations during the initial term of the permit. This area is identified as:

Map(s) showing the BONDED AREA within the approved PERMIT AREA :

See Attached Plate 5-6

Legal description of BONDED AREA:

Mine Site Facility, Water Tank, South Portals, Spring Collection Field, Pump House, Pipeline, Leachfield

T. 22 S., R. 4 E., SLBM, Utah (Approximately 34.078 acres)

Section 12: A Portion of the following:

E1/2NW1/4;

SW1/4NW1/4NE1/4;

S1/2;

Waste Rock Disposal Site

T. 22 S., R. 4 E., SLBM, Utah (Approximately 10.986 acres)

Section 18: A Portion of the following:

NW1/4NE1/4

Portals - 3 East, 4 East, Quitcupah and Link Canyon, Link Canyon Substation No. 1 and No. 2

T. 21 S., R. 5 E., SLBM, Utah (Approximately 3.368 acres)

Section 26: A Portion of the following:

SE1/4SW1/4SW1/4NW1/4;

E1/2NW1/4NW1/4SW1/4;

SE1/4NE1/4SW1/4SW1/4;

Section 29: A Portion of the following:

NW1/4NW1/4SW1/4SE1/4;

NE1/4NW1/4SE1/4SW1/4;

NE1/4NE1/4SE1/4SW1/4

Section 32: A Portion of the following:

NE1/4SW1/4SW1/4NE1/4

Total approximately 48.432 Acres

Exhibit "A"
Legal Description
Federal

Bond No.

The above described area shall be modified as necessary to correspond to an increase in the area disturbed as a result of an expansion of coal mining and reclamation operations. The described area may also be decreased as a result of partial reclamation.

IN WITNESS WHEREOF the **SURETY** has hereunto set its signature and seal this

10th day of June, 2010.

Argonaut Insurance Company
SURETY

TARA W. MEALER

By: Tara W. Mealer
Attorney-in-Fact

Title:

EXHIBIT "B"

Bonding Agreement Surety Bond

(Federal Coal)

EXHIBIT “D”

Stipulation to Revise Reclamation Agreement (Federal)

Mine Name: Sufco Mine
Permit Number: C/014/002
Effective Date: May 24, 2010
Bond Number:

COAL
STIPULATION TO REVISE RECLAMATION AGREEMENT
--ooOOoo--

This **STIPULATION TO REVISE RECLAMATION AGREEMENT** entered into by and between the **PERMITTEE** and **DIVISION** incorporates the following revisions or changes to the **RECLAMATION AGREEMENT**: (Identify and Describe Revisions below)

The Reclamation Bond is reduced from \$4,439,000.00 to \$2,874,000.00. The effective date of the new bond amount is May 24, 2010.

The area covered by the bond is limited to the updated disturbed area as described in Exhibit "A".

In accordance with this **STIPULATION TO REVISE RECLAMATION AGREEMENT**, the following Exhibits have been replaced by the **PERMITTEE** and are approved by the **DIVISION**.

- ☐ Replace the Reclamation Agreement in its entirety.
- X Replace Exhibit "A"- bonded area.
- X Rider added to existing Exhibit "B"- bonding agreement
- ☐ Replace Exhibit "C"- liability insurance

The bonding amount is revised from \$4,439,000.00 to \$ 2,874,000.00

The bonding type is changed from _____ to _____.

The surface disturbance is revised from 46.03 acre to 48.43 acres.

The expiration date is revised from May 21, 2007 to May 21, 2012.


The liability insurance carrier is changed from _____ to _____.

The amount of insurance coverage for bodily injury and property damage is changed from \$ _____ to \$ _____.

Exhibit "D"
Stipulation to Revise
Reclamation Agreement
Federal

IN WITNESS WHEREOF, Canyon Fuel Company, LLC the **PERMITTEE** has
hereunto set its signature and seal this _____ day of _____, 20____.

Canyon Fuel Company, LLC
PERMITTEE

By: 
Eugene E. DiClaudio

Title: President

ACCEPTED BY THE STATE OF UTAH this ____ day of _____, 20____.

Director,
Division of Oil, Gas and Mining

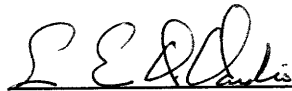
NOTE: An **Affidavit of Qualification** must be completed and attached to this form for each authorized agent or officer. Where one signs by virtue of Power or Attorney of a company, such Power of Attorney must be filed with this Agreement. If the **PERMITTEE** is a corporation, the Agreement shall be executed by its duly authorized officer.

**AFFIDAVITS
OF
QUALIFICATION**

Bond Number .

AFFIDAVIT OF QUALIFICATIONS PERMITTEE

I, Eugene E. DiClaudio, being duly sworn under oath, deposes and says that he is the President of Canyon Fuel Company, LLC, the PERMITTEE; and that he is duly authorized to execute and deliver the foregoing obligations; and that said PERMITTEE is authorized to execute the same and has complied in all respects with the laws of Utah in reference to commitments, undertakings and obligations herein,

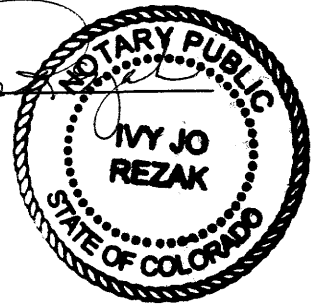


Eugene E. DiClaudio, President
Canyon Fuel Company, LLC

Subscribed and sworn to before me this 28th day of June, 2010 by Eugene E. DiClaudio,
President Canyon Fuel Company, LLC.



Notary Public

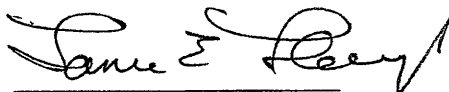


My commission expires: November 3, 2010

Bond Number . -

**AFFIDAVIT OF QUALIFICATION
PERMITTEE
--ooOOoo--**

I, James E. Florczak, being first duly sworn under oath, deposes and says that he/she is the (officer or agent) Vice President and Treasurer of Canyon Fuel Company, LLC; and that he/she is duly authorized to execute and deliver the foregoing obligations; and that said PERMITTEE is authorized to execute the same and has complied in all respects with the laws of Utah in reference to commitments, undertakings and obligations herein.



(Signed)

James E. Florczak—Vice President and Treasurer

Attest: 

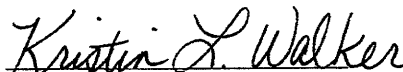
Secretary of the Corporation

STATE OF Missouri)

) ss:

COUNTY OF St. Louis)

Subscribed and sworn to before me this 2nd day of July, 20 10.



Notary Public

Kristin L. Walker

My Commission Expires:

September 23, 20 12.



**AFFIDAVIT OF QUALIFICATION
SURETY COMPANY**

--000000--

I, Tara W. Mealer, being first duly sworn under oath, deposes and says that he/she is the (officer or agent) Attorney-in-Fact of Argonaut Insurance Company; and that he/she is duly authorized to execute and deliver the foregoing obligations; and that said SURETY COMPANY is authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations herein.

Argonaut Insurance Company

TARA W. MEALER

(Signed) Tara W. Mealer, Attorney-in-Fact
Surety Company Officer - Position

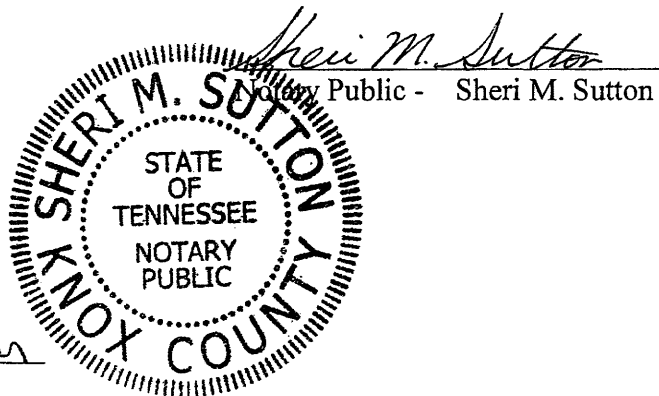
Subscribed and sworn to before me this 10th day of June 2010

My Commission Expires:

September 26 , 2012

Witness:

Mary J. Volmar
Mary J. Volmar



STATE OF Tennessee)

COUNTY OF Knox)

) ss:

Argonaut Insurance Company
225 W. Washington, 6th Floor
Chicago, IL 60606

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Joseph R. Poplawski, Elizabeth A. Hartzberg, Tara W. Mealer, Mary Y. Volmar, Deborah S. Hudegins, Sheri M. Sutton

its true and lawful agent and attorney-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$15,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 15th day of September, 2008.

Argonaut Insurance Company

ME Arledge

By: _____

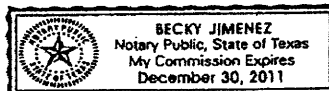
Michael E. Arledge President

STATE OF TEXAS

COUNTY OF BEXAR SS:

On this 15th day of September, 2008 A.D., before me, a Notary Public of the State of Texas, in and for the County of Bexar, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Bexar, the day and year first above written.



Becky Jimenez

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 10th day of June, 2010.

Robert F. Thomas

Robert F. Thomas Vice President

SECRETARY'S CERTIFICATE

CANYON FUEL COMPANY, LLC

I, Jon S. Ploetz, Secretary of CANYON FUEL COMPANY, LLC, a Delaware limited liability company (the "Company"), hereby certify that the following is a true and complete list of current Officers and Directors of the Company together with their respective starting dates:

DIRECTORS

Eugene E. DiClaudio	July 30, 2004
John W. Eaves	February 21, 2005
Robert W. Shanks	June 1, 1998

OFFICERS

Eugene E. DiClaudio	President	July 30, 2004
C. David Steele	Vice President-Tax	May 23, 2003
James E. Florczak	Vice President and Treasurer	July 30, 2004
David N. Warnecke	Vice President	April 21, 2005
Jon S. Ploetz	Secretary	February 15, 2010
Jolene J. Mermis	Assistant Secretary	July 30, 2004

WITNESS my hand and seal of the Company this 1st day of July, 2010.



Jon S. Ploetz

State of Missouri)
) ss
County of St. Louis)

Sworn and Subscribed to before me this 1st day of July, 2010.

My Commission Expires: May 21, 2011

